

<i>SERFF Tracking Number:</i>	<i>CHUB-125502859</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>#369006 \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>TRIPRA for Film Producer's Risk</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Chubb National Insurance Company

Product Name: TRIPRA for Film Producer's Risk SERFF Tr Num: CHUB-125502859 State: Arkansas

TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: #369006 \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: 08-CIM-1-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Elaine French, Debra Rodgers, Patricia Dattel	Disposition Date: 03/05/2008
	Date Submitted: 02/26/2008	Disposition Status: Approved
Effective Date Requested (New): 12/27/2007		Effective Date (New): 01/01/2008
Effective Date Requested (Renewal): 12/27/2007		Effective Date (Renewal): 01/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/05/2008	
State Status Changed: 03/05/2008	Deemer Date:
Corresponding Filing Tracking Number: 07-CIM-5-F	
Filing Description:	

The purpose of this filing is to submit our terrorism forms for the line indicated in the caption above. This information is being filed in accordance with the provisions of the Federal Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA). Also enclosed to assist you in your review is an Explanatory Memorandum. Please note that the Important Notice to Policyholder is included for informational purposes only.

SERFF Tracking Number: CHUB-125502859 State: Arkansas
 Filing Company: Chubb National Insurance Company State Tracking Number: #369006 \$50
 Company Tracking Number: 08-CIM-1-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: TRIPRA for Film Producer's Risk
 Project Name/Number: /

In accordance with the provisions of TRIPRA, these forms are effective December 26, 2007.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com
 202 Hall's Mill Road (908) 572-4422 [Phone]
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

Filing Company Information

Chubb National Insurance Company CoCode: 10052 State of Domicile: Indiana
 202 Hall's Mill Road Group Code: 38 Company Type: Property & Casualty

P.O. Box 1650
 Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:
 (908) 572-4726 ext. [Phone] FEIN Number: 22-3253301

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 PER FILING
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Chubb National Insurance Company	\$0.00	02/26/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00369006	\$50.00	02/26/2008

<i>SERFF Tracking Number:</i>	<i>CHUB-125502859</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>TRIPRA for Film Producer's Risk</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/05/2008	03/05/2008

SERFF Tracking Number: CHUB-125502859

State: Arkansas

Filing Company: Chubb National Insurance Company

State Tracking Number: #369006 \$50

Company Tracking Number: 08-CIM-1-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: TRIPRA for Film Producer's Risk

Project Name/Number: /

Disposition

Disposition Date: 03/05/2008

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125502859 State: Arkansas

Filing Company: Chubb National Insurance Company State Tracking Number: #369006 \$50

Company Tracking Number: 08-CIM-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: TRIPRA for Film Producer's Risk

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	SIDE BY SIDES	Approved	Yes
Supporting Document	EM	Approved	Yes
Form	Cap on Certified Terrorism Losses	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Film Producers	Approved	Yes
Form	Important Notice to Policy Holder - TRIPRA	Approved	Yes

SERFF Tracking Number: CHUB-125502859 State: Arkansas

Filing Company: Chubb National Insurance Company State Tracking Number: #369006 \$50

Company Tracking Number: 08-CIM-1-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: TRIPRA for Film Producer's Risk

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cap on Certified Terrorism Losses	04-02-1212	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1212 Ed. 2-03 Previous Filing #: 07-CIM-5-F		04-02-1212_12-07_Cap On Certified Terrorism Losses.pdf
Approved	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Film Producers	10-02-1752	Rev 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-02-1752 Ed. 6-07 Previous Filing #: 07-CIM-5-F		10-02-1752_Rev12 07_Excl_of_Certified_Acts.pdf
Approved	Important Notice to Policy Holder - TRIPRA	99-10-0732	Rev. 12-07	Endorsement/Amendment/Conditions		0.00	99-10-0732_1207_Important Notice To Policy Holder - TRIPRA....pdf

Inland Marine Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

A new section titled Terrorism Provisions is added to the end of this contract:

Terrorism Provisions

Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

A new section titled Terrorism Definitions is added.

Terrorism Definitions

Certified Act Of Terrorism

Certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

Terrorism Definitions

Certified Act Of Terrorism (continued)

B. that results in damage:

1. within the **United States**; or
2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,
of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

Inland Marine Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

A new section titled Terrorism Provisions is added to the end of this contract.

Terrorism Provisions

Certified Act Of Terrorism Exclusion

This insurance does not apply to:

- loss or damage; or
- **production loss,**

caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage or **production loss**.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property; and

Terrorism Provisions

Certified Act Of Terrorism Exclusion (continued)

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

Ensuing Fire Loss Payment Basis Exception

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

Cap On Ensuing Fire Resulting From Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Definitions

A new section titled Terrorism Definitions is added.

Certified Act Of Terrorism

Certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
 1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or

Inland Marine Insurance

Endorsement

Effective Date

Policy Number

Terrorism Definitions

Certified Act Of Terrorism (continued)

- influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

Please note that if your policy:

- ***provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.***
- ***is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.***

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

<i>SERFF Tracking Number:</i>	<i>CHUB-125502859</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Chubb National Insurance Company</i>	<i>State Tracking Number:</i>	<i>#369006 \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-1-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>TRIPRA for Film Producer's Risk</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125502859

State: Arkansas

Filing Company: Chubb National Insurance Company

State Tracking Number: #369006 \$50

Company Tracking Number: 08-CIM-1-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: TRIPRA for Film Producer's Risk

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved 03/05/2008

Comments:

Attachment:

AK_transExped.pdf

Satisfied -Name: SIDE BY SIDES

Review Status:

Approved 03/05/2008

Comments:

Please see our attached side by sides.

Attachments:

04-02-1212_Ed0203-Rev1207 Side-by-Sides.pdf

10-02-1752_Ed0607-Rev1207 Side-by-Sides.pdf

Satisfied -Name: EM

Review Status:

Approved 03/05/2008

Comments:

Attachment:

FPR TRIPRA EM.pdf

**EXPEDITED FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state _____

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Chubb National Insurance Company	Indiana	10052	22-3253301

Contact Info for Filer

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Jane G. Gutman 202 Hall's Mill Rd P.O. Box 1650 Whitehouse Station, NJ 08889-1650	908-572-4422	908-572-4820	jgutman@chubb.com

Filing information

Line of Insurance (see attachment)	Commercial Inland Marine
Company Program Title (Marketing title) (if applicable)	Film Producer's Risk
Filing Type ** see note below	Form
This application is used with:	All applicable floaters and contracts for Comm'l Inland Marine
Effective Date Requested	December 26, 2007
Filing date	February 26, 2008
Company Tracking Number	08-CIM-1-F
Date filing approved in domiciliary state, if applicable	Pending

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	Cap on Certified Terrorism Losses	04-02-1212 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1212 Ed. 2-03	Our filing# 07-CIM-5-F
02	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses	10-02-1752 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	10-02-1752 Ed. 6-07	Our filing# 07-CIM-5-F

To be complete, a form filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state;
and

Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Jane G. Gutman
Signature

Jane G. Gutman
Print Name:

Manager, Specialty Lines Division
Title:

Inland Marine Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

A new section titled Terrorism Provisions is added to the end of this contract:

Terrorism Provisions

Cap On Certified Terrorism Losses

With respect to any one, or more than one, **certified act of terrorism** under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of the terrorism law (including any subsequent action of Congress pursuant to the terrorism law) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

A new section titled Terrorism Definitions is added.

Terrorism Definitions

Certified Act Of Terrorism

Certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

Inland Marine Insurance

Endorsement

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Terrorism Provisions

Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the terrorism law,
we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

Terrorism Definitions

Certified Act Of Terrorism (continued)

- B. that results in damage:
1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,
- which was committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to: coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,
- of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

Terrorism Definitions

Certified Act Of Terrorism (continued)

- B. that results in damage:
1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,
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- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

Inland Marine Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Terrorism Provisions

Certified Act Of Terrorism Exclusion

A new section titled Terrorism Provisions is added to the end of this contract.

This insurance does not apply to:

- loss or damage; or
- production loss,

caused directly or indirectly by a certified act of terrorism, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage or production loss.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property; and

Inland Marine Insurance

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This Endorsement applies to the following forms:

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Certified Act Of Terrorism Exclusion

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to the loss or damage or production loss.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property; and

Terrorism Provisions

Certified Act Of Terrorism Exclusion (continued)

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

Ensuing Fire Loss Payment Basis Exception

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a certified act of terrorism is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

Cap On Ensuing Fire Resulting From Certified Terrorism Losses

With respect to fire resulting from any one, or more than one, certified act of terrorism under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of the terrorism law (including any subsequent action of Congress pursuant to the terrorism law) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

Terrorism Definitions

A new section titled Terrorism Definitions is added.

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- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
 1. within the United States; or
 2. outside of the United States in the case of:
 - a. an air carrier or vessel as described in the terrorism law; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to:

- coerce the civilian population; or

Terrorism Provisions

Certified Act Of Terrorism Exclusion (continued)

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

Ensuing Fire Loss Payment Basis Exception

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a certified act of terrorism is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions For Property.

Cap On Ensuing Fire Resulting From Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and

- we have met our insurer deductible under the terrorism law,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Definitions

A new section titled Terrorism Definitions is added.

Certified Act Of Terrorism

Certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
 1. within the United States; or
 2. outside of the United States in the case of:
 - a. an air carrier or vessel as described in the terrorism law; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or

Inland Marine Insurance

Endorsement

Effective Date

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Terrorism Definitions

Certified Act Of Terrorism (continued)

- influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

Inland Marine Insurance

Endorsement

Effective Date

Policy Number

Terrorism Definitions

Certified Act Of Terrorism (continued)

- influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the terrorism law.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

EXPLANATORY MEMORANDUM

TRIPRA – Film Producers Risk

The following endorsements have been revised (as described below) so that they comply with the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2007.

1. Cap On Certified Terrorism Losses, 04-02-1212 (Rev. 12-07)
 - a. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
 - b. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.
2. Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Film Producers, 10-02-1752 (Rev. 12-07)
 - a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
 - b. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
 - c. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

The following "Disclosure Notices" and "Important Notice to Policyholder" are included for informational purposes only.

99-10-0732 (Rev. 12-07) Important Notice.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.